

IFW

1639



USSN: 09/636,243  
Dkt. No.: 8325-1004  
M4-US1

**PATENT**

**CERTIFICATE OF MAILING PURSUANT TO 37 CFR § 1.8**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on **November 7, 2006**.

11/7/06  
Date

Michelle Hyson  
Signature

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In Re Application of:

WANG et al.

Serial No.: 09/636,243

Filing Date: August 10, 2000

Title: DIMERIZING PEPTIDES

Examiner: T. Wessendorf

Group Art Unit: 1639

Confirmation No: 6438

Customer No.: 20855

**TRANSMITTAL LETTER**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313

Sir:

Transmitted herewith for filing, please find the following documents:

- X Revocation of Power of Attorney with New Power of Attorney and Change of Correspondence Address (1 page)
- X Power of Attorney and Change of Correspondence Address Indication Form (1 page)
- X Statement Under 37 CFR 3.73(b) (1 page) with attached copy of the Assignment documents (8 pages)
- X Return receipt postcard

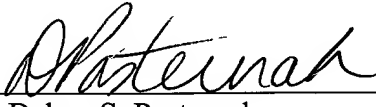
The fee is calculated as follows:

	NO. OF CLAIMS	CLAIMS PREVIOUSLY PAID FOR	EXTRA CLAIMS	RATE	FEE
Total Claims	3	- 20	0	x \$50.00	\$0
Independent Claims	1	- 4	0	x \$200.00	\$0
Multiple dependent claims not previously presented, add \$360.00					\$0
Total Amendment Fee					\$0
Petition for Extension of Time Fee					\$0
Small Entity Reduction (if applicable)					\$0
<b>TOTAL FEE DUE</b>					<b>\$0</b>

The Commissioner is hereby authorized to charge any appropriate fees under 37 C.F.R. §§1.16, 1.17, and 1.21 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 18-1648.

Respectfully submitted,

Date: November 7, 2006

By:   
Dahna S. Pasternak  
Registration No. 41,411

ROBINS & PASTERNAK LLP  
1731 Embarcadero Road, Suite 230  
Palo Alto, CA 94303  
Tel.: (650) 493-3400  
Fax: (650) 493-3440



PTO/SB/82 (09-04)

**REVOCATION OF POWER OF ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	09/636,243
Filing Date	August 10, 2000
First Named Inventor	WANG et al.
Art Unit	1639
Examiner Name	T. Wessendorf
Attorney Docket Number	8325-1004 (M4-US1)

I hereby revoke all previous powers of attorney given in the above-identified application.

☒ A Power of Attorney is submitted herewith.

OR

☐ I hereby appoint the practitioners associated with the Customer Number:

☒ Please change the correspondence address for the above-identified application to:

☐ The address associated with  
Customer Number:

OR


<input checked="" type="checkbox"/> Firm or Individual Name	Robins & Pasternak				
Address	1731 Embarcadero Road, Suite 230				
City	Palo Alto	State	CA	Zip	94303
Country	USA				
Telephone	(650) 493-3400	Fax	(650) 493-3440		

I am the:

☐ Applicant/Inventor.

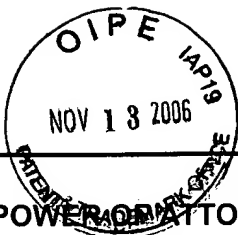
☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
*Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)*

**SIGNATURE of Applicant or Assignee of Record**

Signature			
Name	JOHN H. TURNER, JR. ASSOCIATE DIRECTOR TECHNOLOGY LICENSING OFFICE		
Date	30 Oct 2006	Telephone	617 253 6966

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☐ \*Total of \_\_\_\_\_ forms are submitted.



PTO/SB/81 (04-05)

**POWER OF ATTORNEY  
and  
CORRESPONDENCE ADDRESS  
INDICATION FORM**

Application Number	09/636.243
Filing Date	August 10, 2000
First Named Inventor	WANG et al.
Title	DIMERIZING PEPTIDES
Art Unit	1639
Examiner Name	T. Wessendorf
Attorney Docket Number	8325-1004 (M4-US1)

I hereby revoke all previous powers of attorney given in the above-identified application.

I hereby appoint:

☐ Practitioners associated with the Customer Number:

OR

☒ Practitioner(s) named below:

Name	Registration Number
Sean M. Brennan	39,917
Dahna S. Pasternak	41,411
Roberta L. Robins	33,208

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

☐ The address associated with the above-mentioned Customer Number:

OR

☐ The address associated with Customer Number:

OR

☒ Firm or  
Individual Name

Robins & Pasternak

Address 1731 Embarcadero Road, Suite 230

City Palo Alto State CA Zip 94303

Country USA

Telephone (650) 493-3400 Email

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

**SIGNATURE of Applicant or Assignee of Record**

Signature		Date	30 Oct 2006
Name	JOHN H. TURNER, JR.	Telephone	617 253-6966
Title and Company	ASSOCIATE DIRECTOR TECHNOLOGY LICENSING OFFICE		

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ \*Total of \_\_\_\_\_ forms are submitted.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Bryan S. WANG and Carl O. PABOApplication No./Patent No.: 09/636,243 Filed/Issue Date: August 10, 2000Entitled: DIMERIZING PEPTIDES

Massachusetts Institute of Technology, a University  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_%

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 011676, Frame 0049, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To : \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To : \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To : \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

JOHN H. TURNER, JR.

ASSOCIATE DIRECTOR  
TECHNOLOGY LICENSING OFFICE

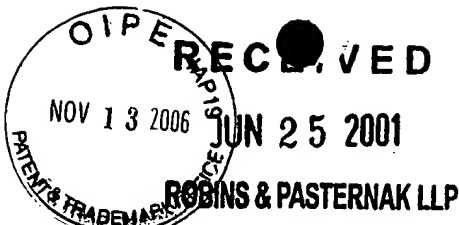
Title

30 Oct 2006

Date

617-253 6966

Telephone Number



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JUNE 19, 2001

PTAS

ROBINS & ASSOCIATES  
DAHNA S. PASTERNAK  
90 MIDDLEFIELD ROAD, SUITE 200  
MENLO PARK, CA 94025



\*101665587A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/02/2001

REEL/FRAME: 011676/0049  
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
WANG, BRYAN S.

DOC DATE: 12/18/2000

ASSIGNOR:  
PABO, CARL O.

DOC DATE: 12/19/2000

ASSIGNEE:  
MASSACHUSETTS INSTITUTE OF  
TECHNOLOGY  
77 MASSACHUSETTS AVENUE  
CAMBRIDGE, MASSACHUSETTS 02139

**DOCKETED** DSP  
8325-1004

✓  
SERIAL NUMBER: 09636243-  
PATENT NUMBER:

FILING DATE: 08/10/2000  
ISSUE DATE:

PEARLENE FOSTER, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

4/2/01

04-17-2001



101665587

Atty Dkt No. 8325-1004

M4-US1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION COVER SHEET (PATENT)

1. Name of conveying party/parties:

Bryan S. WANG and Carl O. PABO

2. Name and address of receiving party/parties:

Massachusetts Institute of Technology  
77 Massachusetts Avenue  
Cambridge, MA 02139

3. Nature of conveyance: ☒ Assignment  
☐ Name Change  
☐ Other

Execution date: December 18, 2000 and December 19, 2000

4. Application number(s) or patent number(s):

A. Patent Application No(s).: 09/636,243, filed August 10, 2000

B. Patent No(s).:

If this document is being filed together with a new application, the execution date of the application is:

and the title of the new application is:

5. Name and address of party to whom correspondence concerning document should be mailed:

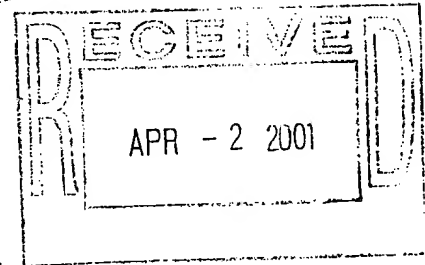
Dahna S. Pasternak  
ROBINS & ASSOCIATES  
90 Middlefield Road, Suite 200  
Menlo Park, CA 94025

6. Total number of applications/patents involved: 1

04/17/2001 TDIAZ1 00000003 09363243

01 FC:581

40.00 OP



7. Total fee: 1 x \$40.00 = \$ 40.00

X Enclosed is a check for \$ 40.00.

     Authorized to be charged to deposit account

8. Deposit account number: 18-1648.

9. The Commissioner is hereby authorized to charge any fees under 37 C.F.R. §§ 1.16, 1.17 and 1.21 which may be required by this paper, or to credit any overpayment, to Deposit Account No. 18-1648.

10. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dated: March 30, 2001

By: *Dahna S. Pasternak*  
Dahna S. Pasternak  
Reg. No. 41,411

ROBINS & ASSOCIATES  
90 Middlefield Road, Suite 200  
Menlo Park, CA 94025  
Telephone: (650) 325-7812  
Fax: (650) 325-7823

**Total number of pages including cover sheet, attachments, document: 7**

Mail to: U.S. Patent and Trademark Office  
Office of Public Records, Box Assignment  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231



## ASSIGNMENT

JOINT

THIS ASSIGNMENT, by Bryan S. WANG and Carl O. PABO (hereinafter referred to as the assignors),  
residing at <sup>Belmont</sup> Watertown, MA and Newton, MA respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in  
DIMERIZING PEPTIDES set forth in an application for Letters Patent of the United States, bearing  
Serial No. 09/636,243 and filed on August 10, 2000; and


WHEREAS, Massachusetts Institute of Technology, a corporation duly organized under and  
pursuant to the laws of Massachusetts, and having its principal place of business at 77 Massachusetts  
Avenue, Cambridge, MA 02139 (hereinafter referred to as the assignee) is desirous of acquiring the  
entire right, title and interest in and to said inventions and said application for Letters Patent of the  
United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained  
therefor and thereon:

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient  
considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned,  
transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its  
successors, legal representatives and assigns, the entire right, title and interest in and to the above-  
mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the  
United States of America and all foreign countries which may be granted therefor and thereon, and in  
and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or  
extensions of said Letters Patent or Patents, and all rights under the International Union for the  
Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use  
and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of  
the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same  
would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the  
said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery  
of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in  
and to the said inventions and the application for Letters Patent above-mentioned, and that the same are  
unencumbered and that the said assignors have good and full right and lawful authority to sell and  
convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Date 12/18/00 Name of Inventor   
Bryan S. WANG

Date 12/19/00 Name of Inventor Carl O. Pabo  
Carl O. PABO  
*for himself and as agent  
for the Howard Hughes  
Medical Institute*

APPOINTMENT OF INVESTIGATOR AS AGENT

Appointment by the Howard Hughes Medical Institute (the "Institute") of Carl O. Pabo, PhD, an investigator employed by the Institute, as its agent for the purpose of assigning certain rights to Massachusetts Institute of Technology (the "MIT").

WHEREAS, the Institute and the MIT collaborate in the active conduct of medical research pursuant to an Agreement between them dated as of February 1, 1988 (the "Agreement");

WHEREAS, pursuant to the Agreement, the Institute has agreed to assign to the MIT the Institute's rights with respect to inventions, discoveries, improvements, and other intellectual property, whether patentable or copyrightable (each a "Subject Property"), conceived or reduced to practice in the course of the research program conducted under the Agreement by employees of the Institute;


WHEREAS, research conducted pursuant to the Agreement by Carl O. Pabo, PhD while employed by the Institute at the MIT has resulted in the invention of a certain Subject Property entitled "Dimerization Of Zinc Fingers Mediated By Peptides Evolved In Vitro From Random Sequences," which may be the subject of a patent application (the "Invention"), and the Invention is a Subject Property; and

WHEREAS, the Institute wishes Carl O. Pabo, PhD to act as its agent for the purpose of assigning to the MIT the rights the Institute has in the Invention by reason of the research program conducted at the MIT,

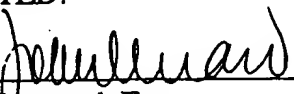
NOW THEREFORE, the Institute hereby appoints Carl O. Pabo, PhD as its agent for the purpose of assigning the rights the Institute has in the Invention by reason of the research program conducted at the MIT to the MIT in accordance with and subject to the conditions of the Agreement.

Executed 8 DEC 2000

HOWARD HUGHES MEDICAL INSTITUTE

By:   
Gerald M. Rubin, PhD  
Vice President for Biomedical Research

ATTESTED:

  
Joan S. Leonard, Esq.  
Vice President and General Counsel

MIT: 8528H  
HHMI: 1970

## ASSIGNMENT

Assignment made November 27, 2009 by Carl O. Pabo, PhD ("Inventor") to the Howard Hughes Medical Institute, a Delaware corporation (the "Institute").

### Recitals

WHEREAS, Inventor is an employee of the Institute and, as a condition of his employment, has signed the Agreement appended to the Institute's Policy on Intellectual Property (the "Intellectual Property Agreement");

WHEREAS, pursuant to the Intellectual Property Agreement, Inventor has agreed (a) to assign to the Institute all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or funds under the control of the Institute (each a "Subject Property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment;

WHEREAS, Inventor has, alone or with others invented "Dimerization Of Zinc Fingers Mediated By Peptides Evolved In Vitro From Random Sequences" which may be the subject of a patent application (the "Invention"), and the Invention is a Subject Property; and

WHEREAS, Inventor seeks to make a formal assignment of his interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title, and interest in the Invention.

NOW, THEREFORE, in consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, Inventor agrees as follows:

1. Assignment. Inventor hereby assigns to the Institute his entire right, title, and interest in the Invention; any United State patent applications and all corresponding foreign patent applications which are directed to the Invention and any and all patents issued therefrom; all United States or foreign division and continuation applications based on any of the foregoing, and any and all patents issued therefrom; and all claims which are directed to the Invention and which may be contained in continuation-in-part applications or in patents which issue therefrom.

2. Cooperation. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable to assign Inventor's entire right, title and interest in the Invention to the Institute and to assist the Institute (or others at the direction of the Institute) in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to the Invention.

3. Parties. The terms and provisions of the Assignment shall inure to the benefit of the Institute and its successors and assigns and shall be binding on the Inventor and his heirs, personal representatives and assigns.

4. Warranty. Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith, and that there is no other person or entity whose consent is required in order for the Inventor to make the assignment contained herein.

Inventor:

Carl O. Pabo  
Carl O. Pabo, PhD

Commonwealth of Massachusetts

County of Middlesex

Then personally appeared before me the above-named Carl O. Pabo, PhD and acknowledged that he executed the foregoing instrument in his authorized capacity this 27th day of November, 2000

Notary Public:

JAN SCRANTON  
JAN SCRANTON  
(print name)

(SEAL)

My Commission Expires: 4/9/04

MIT: 8528H  
HHMI: 1970